

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re: Grady Barton Jr. and Dallene Barton)	
)	Case No.
)	Chapter 13
SSN: XXX-XX- 1698)	Hearing Date:
SSN: XXX-XX- 5989)	Hearing Loc:
)	
Debtors		

CHAPTER 13 PLAN

1.1	A limit on the dollar amount of a secured claim, which may result in a partial payment or no payment at all to the secured creditor.	___ Included <u>X</u> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest.	___ Included <u>X</u> Not Included
1.3	Nonstandard provisions set out in Part 5.	___ Included <u>x</u> Not Included

Part 1. NOTICES

TO DEBTORS: This form sets out options that may be appropriate in some cases, but the presence of an option does not indicate that the option is appropriate in your circumstances or that it is permissible in the Eastern District of Missouri. **Plans that do not comply with local rules and judicial rulings may not be confirmable.**

TO CREDITORS: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment, you or your attorney must file an objection to confirmation in accordance with the Eastern District of Missouri Local Bankruptcy Rule 3015. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. **YOU MUST FILE A TIMELY PROOF OF CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED IN THE PLAN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM.**

Part 2. PLAN PAYMENTS AND LENGTH OF PLAN

2.1 Plan Payments. Debtor is to make regular payments to the Chapter 13 Trustee as follows: (complete one of the following payment options)

(A) \$ 285 per month for 60 months.

(B) \$_____ per month for _____ months, then \$_____ per month for _____ months, then \$_____ per month for _____ months.

(C) A total of \$_____ through _____, then \$_____ per month for _____ months beginning with the payment due in _____, 20____.

2.2 **Tax Refunds.** Within fourteen days after filing federal and state income tax returns, Debtor shall provide the Chapter 13 Trustee with a copy of each return required to be filed during the life of the plan. The Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit, each year.

2.3 **Additional Lump Sums.** Debtor shall send additional lump sum(s) consisting of _____, if any, to be paid to the Trustee.

Part 3. DISBURSEMENTS

Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee will be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 3.5 and fees in paragraph 3.6, those funds may be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

3.1 **Trustee.** Pay Trustee a percentage fee as allowed by law.

3.2 **Executory Contract/Lease Arrearages.** Trustee will cure pre-petition arrearage on any executory contract accepted in paragraphs 3.3(A) or (B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD (6 months or less)
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3.3 Pay the following sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments (which the Debtor shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments (which the Trustee shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate, other than Debtor's residence.)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 3.5(A). Trustee shall make payments in the amount listed below or as adjusted by the creditor under terms of the loan agreement.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence shall be paid at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(E) **DSO Claims in equal installments.** Pay pre-petition domestic support obligation arrears (not provided for elsewhere in the plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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3.4 **Attorney Fees.** Pay Debtor's attorney \$_2200_____ in equal monthly payments over ____18____ months (no less than 18 months). Any additional fees allowed by the Court shall be paid pursuant to paragraph 3.6 below. [See procedures manual for limitations on use of this paragraph]

3.5 **Pay the following sub-paragraphs concurrently:**

(A) **Pre-petition arrears on secured claims paid in paragraph 3.3.** Pay pre-petition arrearage on debts paid under paragraphs 3.3(C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
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(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 7% interest:

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
		60 months	

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 7% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 3.9(A), estimated as set forth below. If no period is set forth below for a claim to be paid under this paragraph, the claim will be paid over the plan length.

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
Consumer Portfolio Services	\$11,000	\$7566	60 months	\$8988
(97% of NADA Retail)				

(D) **Co-debtor debt paid in equal monthly installments.** The following co-debtor claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, such claim(s) shall be paid in equal monthly installments over the period and with interest as identified below:

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) **Post Petition Fees and Costs.** Pay any post-petition fees and costs as identified in a notice filed pursuant to Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

3.6 **Additional Attorney Fees.** Pay \$2400 of Debtor's attorney's fees and any additional Debtor's attorney's fees allowed by the Court.

3.7 **Pay sub-paragraphs concurrently:**

(A) **Unsecured Co-debtor Guaranteed Claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by

Trustee, pay claim in full with interest rate as identified below:

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, will be paid a fixed amount with the balance to be owed by Debtor(s) after completion of the Plan, pursuant to §§ 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s):

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
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3.8 **Priority Claims.** Pay priority claims allowed under § 507 that are not addressed elsewhere in the plan in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
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State of Missouri	\$1400
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3.9 **Pay the following sub-paragraphs concurrently:**

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$90,831. Amount required to be paid to non-priority unsecured creditors as determined by §1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$0. Amount required to be paid to nonpriority unsecured creditors as determined by §1325(b) calculation: \$0. Debtor guarantees a minimum of \$0 (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s). (Choose one).

☒ Any deficiency shall be paid as non-priority unsecured debt.

☐ The Trustee shall stop payment on the creditor's claim until such time as the creditor files an amended claim showing the secured and unsecured deficiency (if any) still owed after sale of the surrendered collateral.

CREDITOR	COLLATERAL
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Americredit DBA GM Financial	2012 GMC Terrain
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(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance will be paid as non-priority unsecured debt:

CREDITOR	CONTRACT/LEASE
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Part 4. OTHER STANDARD PLAN PROVISIONS

4.1 Absent a specific order of the Court to the contrary, the Chapter 13 Trustee, rather than the Debtor, will make all pre-confirmation disbursements pursuant to § 1326(a).

4.2 All creditors entitled to pre-confirmation disbursements, including lease creditors, must file a proof of claim to be entitled to receive payments from the Chapter 13 Trustee.

4.3 The proof of claim shall control the valuation of collateral and any valuation stated in the plan shall not be binding on the creditor.

4.4 The Trustee, in the Trustee's sole discretion, may determine to reserve funds for payment to any creditor secured by a mortgage on real estate pending filing of a claim.

4.5 Any post-petition claims filed and allowed under § 1305 may be paid through the plan.

4.6 Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

4.7 All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under § 1328. However, Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the court enters an order granting Debtor's request to avoid the liens.

4.8 Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such claimant.

Part 5. NONSTANDARD PLAN PROVISIONS

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if there is a check in the box "included" in Part 1 of this Plan:

5.1

5.2

Part 6. VESTING OF PROPERTY OF THE ESTATE

6.1 Title to Debtor's property shall re-vest in Debtor(s) upon confirmation.

Part 7. CERTIFICATION

The debtor(s) and debtor(s) attorney, if any, certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 13 of the Eastern District of Missouri, other than any Nonstandard Plan Provisions in Part 5.

DATE: 9/3/2019

DEBTOR: /s/ Grady Barton Jr.

DATE: 9/3/2019

DEBTOR: /s/ Dallene Barton

DATE: 9/3/2019

/s/ Andrew Kirkwood Smith
Andrew Kirkwood Smith 61641MO
Attorney for Debtor
26A North Central Avenue
Clayton, MO 63105
Phone: 314-740-2989 Fax: 314-781-2695
aksmithlaw@gmail.com

Certificate of Service

I certify that a true and correct copy of the foregoing document was filed electronically with the United States Bankruptcy Court, and has been served by Regular United States Mail Service, first class, postage fully pre-paid, addressed to the parties listed below on September 3rd, 2019.

Diana Daugherty
Chapter 13 Trustee
PO Box 430908
St. Louis, MO 63143

Office of the United States Trustee
111 South 10th Street
Suite 6.353
St. Louis, MO 63102

Aaron Sales & Lease Ow
1015 Cobb Place Blvd Nw
Kennesaw, GA 30144

Account Resolution Corporation
PO Box 3860
Chesterfield, MO 63006

Acs/navient
C/o Acs
Utica, NY 13501

Advance America
47 Silo Drive, Suite 103
Union, MO 63084

Allen Portable Buildings
275 County Highway
Sikeston, MO 63801

Ameren Missouri
PO Box 66700
Saint Louis, MO 63166

Americredit Financial DBA GM Financial
PO Box 183853
Arlington, TX 76096

Capital One
3905 N Dallas Pkwy
Plano, TX 75093

Cash Net USA
200 West Jackson Suite 1400
Chicago, IL 60606

Chase Card
Po Box 15298
Wilmington, DE 19850

Check Into Cash
1020 East Main Street Suite B
Union, MO 63084

Consumer Collection Mn
2333 Grissom Dr
Saint Louis, MO 63146

Consumer Portfolio Services
PO Box 57071
Irvine, CA 92619

Dr. Lumpkin
409 W Osage
Pacific, MO 63069

Fed Loan Serv
Po Box 60610
Harrisburg, PA 17106

GECRB/Banana Republic
Attn: Bankruptcy
Po Box 103104
Roswell, GA 30076

Inbox Loan
PO BOx 881
Santa Rosa, CA 95401

Mercy Hospital
PO Box 504856
Saint Louis, MO 63150

Metropolitan Education
176 West Adams
Chicago, IL 60603

Mohela/zions
633 Spirit Drive
Chesterfield, MO 63005

National Rent to Own
1937 Bedford Center Drive
Washington, MO 63090

National Rent to Own
1937 Bedford Center Drive
Washington, MO 63090

Navy Federal Cr Union
Po Box 3700
Merrifield, VA 22119

Progressive Leasing
256 West Data Drive
Draper, UT 84020

Progressive Manageme
Po Box 2220
West Covina, CA 91793

Security Fin
C/o Security Finan
Spartanburg, SC 29304

Senex Services Corp
333 Founds Rd
Indianapolis, IN 46268

Speedy Cash
PO Box 780408
Wichita, KS 67278

Springleaf Financial S
1601 Heritage Hills Dr
Washington, MO 63090

SSM Medical Health Group
PO Box 795100
Saint Louis, MO 63179

State of Missouri Income Taxes
301 West High Street
Jefferson City, MO 65101

State of Missouri Taxation
PO Box 385
Jefferson City, MO 65105

Sun Loan
33 Silo Drive
Union, MO 63084

Tower Loan
Pob 320001
Flowood, MS 39232

Umb Bank Na
Po Box 419734
Kansas City, MO 64141

Us Dept Of Ed/glelsi
Po Box 7860
Madison, WI 53707

Wells Fargo
Wells Fargo Bank
Mac X2505-033 Pob 10438
Des Moines, IA 50306

/s/ Andrew Smith
Andrew Smith